



City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 12

Ordinance/Resolution# 16-150

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of January 19, 2016
(Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL

LEGISLATIVE

ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT LEGISLATIVE APPROPRIATION NO. 15-0762 IN THE AMOUNT OF \$402,000.00, THROUGH THE NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION (NMDFA) TO PLAN, DESIGN, CONSTRUCT, FURNISH, AND EQUIP A FACILITY FOR FILM, DIGITAL MEDIA AND ENTERTAINMENT ARTS PRODUCTION IN LAS CRUCES; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2016 BUDGET AND FY2016 CAPITAL IMPROVEMENT PLAN (CIP).

PURPOSE(S) OF ACTION:

To accept funding and adjust the City budget and CIP.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> Amy Johnson Bassford	<u>Department/Section:</u> Finance/Grants	<u>Phone:</u> 575-541-2281
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City was awarded Legislative Appropriation No. 15-0762 funding through State of New Mexico Severance Tax Bonds through the NMDFA in the amount of \$402,000.00, with no local match required. When the City receives funding for projects through legislative appropriation, it is necessary for City Council to accept the funds as well as the conditions that are associated with the grant funding. The City did not anticipate receiving this funding when the current fiscal year budget was adopted in May, 2015. The City Council is being requested to authorize an amendment to the budget showing receipt of these new funds for FY2016 and further designating where they are placed within the City's budget. Additionally, the City is required to maintain an updated CIP that lists all capital improvement projects that City Council has authorized the City to build. This action will, therefore, also approve the addition of this project to the current FY2016 CIP.

Once accepted these funds, as authorized by the appropriation, will be used to plan, design, construct, furnish and equip a facility and related infrastructure to be owned by the City of Las

(Continue on additional sheets as required)

Cruces for film, digital media, and entertainment arts production. The Economic Development Office will work in collaboration with the film and arts community in Las Cruces and other interested parties to ensure the proposed facility meets the needs of the community and encourages the economic development of the film industry in Las Cruces. Once a site is selected, the Public Works Department will oversee the design, construction and equipping of the facility.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Contract Agreement A15-0762.
3. Exhibit "B", Budget Adjustment.
4. Exhibit "C", Adjusted CIP.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>4012</u> in the amount of <u>\$402,000.00</u> for FY2016.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds in the amount of \$402,000.00, will be deposited into Fund 4012, (State Grant Facility Improvements), under project number 60E18 to be used to pay for expenses related to the design, construction, and infrastructure of the proposed facility.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
General Bldgs. Capital Improve	40806010-852100-60E18	\$402,000.00	\$402,000.00*	\$0.00	N/A

* Pending approved budget adjustment.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will accept appropriation funds from the NMDFA and adjust the FY2016 budget and FY2016 CIP.
2. Vote "No"; this will impact the Economic Development Office's ability to move forward with developing the proposed film facility and return the funds to the State of New Mexico.
3. Vote to "Amend"; this will delay the process of spending the grant funds within the predetermined grant schedule.
4. Vote to "Table"; this will impact the City's ability to utilize the funds and the grant funds will be returned to the State of New Mexico, to be used for other communities.

REFERENCE INFORMATION:

N/A

RESOLUTION NO. 16-150

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT LEGISLATIVE APPROPRIATION NO. 15-0762 IN THE AMOUNT OF \$402,000.00, THROUGH THE NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION (NMDFA) TO PLAN, DESIGN, CONSTRUCT, FURNISH, AND EQUIP A FACILITY FOR FILM, DIGITAL MEDIA AND ENTERTAINMENT ARTS PRODUCTION IN LAS CRUCES; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2016 BUDGET AND FY2016 CAPITAL IMPROVEMENT PLAN (CIP).

The City Council is informed that:

WHEREAS, the City has received notice of award of New Mexico Legislative Appropriation 15-0762 through the NMDFA; and

WHEREAS, this legislative appropriation will be used to plan, design, construct, furnish, and equip a facility and infrastructure to be owned by the City of Las Cruces for film, digital media, and entertainment arts production; and

WHEREAS, the funds will be used in support of the City's Economic Development Committee's recommendation to develop and promote the film and entertainment arts industries in Las Cruces through the City's Economic Development Office, and further supports the proposed plan to design and construct a film soundstage with this funding; and

WHEREAS, the appropriation reverts on June 30, 2019, and all funds must be expended by that time or revert back to the State of New Mexico.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the City hereby accepts New Mexico Legislative Appropriation 15-0762 in the amount of \$402,000.00 through the NMDFA for the planning, design, construction,

furnishing, and equipping of a film soundstage and related infrastructure, as shown in Exhibit "A", attached hereto and made part of this resolution.

(II)

THAT the City Manager's signature is hereby ratified on New Mexico Legislative Appropriation 15-0762.

(III)

THAT the City's FY2016 budget is adjusted, as shown in Exhibit "B", attached hereto and made part of this resolution.

(IV)

THAT the City's FY2016 CIP is hereby adjusted as outlined in Exhibit "C", attached hereto and made part of this resolution.

(V)

THAT the City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 20____.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

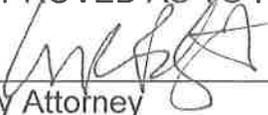
VOTE:

Mayor Miyagishima: _____
Councillor Gandara: _____
Councillor Smith: _____
Councillor Pedroza: _____
Councillor Eakman: _____
Councillor Sorg: _____
Councillor Levatino: _____

Moved by _____

Seconded by _____

APPROVED AS TO FORM:



City Attorney

RECEIVED
DFA LOCAL GOVT. DIV.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

2015 NOV 23 PM 1:54
BATAAN BLDG. RM 202
SANTA FE, NM 87501

THIS AGREEMENT is made and entered into as of this 30 day of November, 2015, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "LGD", and the City of Las Cruces, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2015, Chapter 3, Section 28, Para. 114 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

15-0762 \$402,000.00 Appropriation Reversion Date: 30-JUN-19
Laws of 2015, Chapter 3, Section 28, Paragraph 114, four hundred two thousand dollars (\$402,000) to plan, design, construct, furnish and equip a facility and related infrastructure to be owned by Las Cruces in Dona Ana county for film, digital media and entertainment arts production;

The Grantee's total reimbursements shall not exceed the appropriation amount Four Hundred Two Thousand Dollars (**\$402,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Zero Dollars (**\$0.00**), which equals Four Hundred Two Thousand Dollars (**\$402,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse^[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Las Cruces
 Name: Victoria Fredrick
 Title: Director of Financial Services
 Address: P.O. Box 20000, Las Cruces, NM, 88011
 Email: vfredrick@las-cruces.org
 Telephone: 575-541-2080
 FAX: 575-541-2105

Department: DFA/Local Government Division
 Name: Ms. Ariana Vigil
 Title: Project Manager
 Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
 Email: arianam.vigil@state.nm.us
 Telephone: 505-827-8074
 FAX: 505-827-4948

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2019**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1.

The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department may require directly

into a database maintained by the Department. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

(i) The Grantee must submit one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance written approval.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable

time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records

sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or DFA/LGD."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should DFA/LGD early terminate the

grant agreement, the City of Las Cruces may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement as of the date of the first above written.

THIS GRANT AGREEMENT has been approved by:

City of Las Cruces
[Signature]

Signature of Official with Authority to Bind Grantee

11-16-15

Date

Robert Garza
(Type or Print Name)

APPROVED AS TO FORM:

[Signature]
City Attorney

STATE OF NEW MEXICO)

COUNTY OF Dona Ana)^{ss}

The foregoing instrument was acknowledged before me this 16th day of November 20 15,
by Robert Garza



[Signature]
Notary Public

My Commission Expires: 11-03-19

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: Bill Garcia
Rick Lopez, Director Bill Garcia, Deputy Director

11/30/15
Date

STATE OF NEW MEXICO)

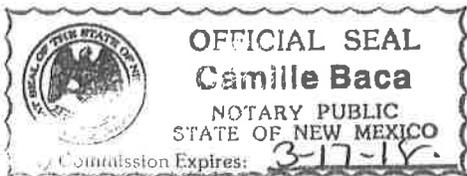
COUNTY OF SANTA FE)^{ss}

The foregoing instrument was acknowledged before me this 30 day of November, 20 15,
by Bill Garcia

seal

[Signature]
Notary Public

My Commission Expires: 3-17-18



**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1**

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

STATE OF NEW MEXICO
 CAPITAL GRANT PROJECT
 NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
 EXHIBIT 3

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Project Number: 15-0762

As the designated representative of the Department for the Grant Agreement number 15-0762 entered into between Grantee and the Department, I certify that the Grantee has submitted to the department the following third party obligation executed in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract)#: _____
 Vendor of Contractor: _____
 Third party Obligation amount: _____
 Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all of the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: _____
 The Amount of this notice of Obligation to Reimburse: _____
 The Total Amount of all Previously Issued Notices of Obligation: _____
 The Total Amount of all Notices of Obligation to Reimburse as of this Date: _____

Department Representative: _____

Title: _____

Signature: _____

Date: _____

CITY OF LAS CRUCES

Fund Summary

EXHIBIT "B"

Fund: 4012
DFA: 300

Fund Name: FACILITIES STATE GRANTS
DFA Name: Capital Project Funds

	2015-16 Budget			%
	Adopted	Adjustment	Amended	Inc. / Dec.
<i>Beginning Balance</i>	\$ 0	0	0	0.00%
Resources				
Revenue	\$ 792,447	402,000	1,194,447	50.73%
Proceeds	0	0	0	0.00%
Transfers In	0	0	0	0.00%
Total Resources	\$ 792,447	402,000	1,194,447	50.73%
Expenditures				
Salaries & Benefits	\$ 0	0	0	0.00%
Operating Costs	0	0	0	0.00%
Capital Outlay	0	0	0	0.00%
Debt Service	0	0	0	0.00%
Grant / Projects	792,447	402,000	1,194,447	50.73%
Transfers Out	0	0	0	0.00%
Total Expenditures	\$ 792,447	402,000	1,194,447	50.73%
<i>Ending Balance</i>	\$ 0	0	0	0.00%

BUDGET ADJUSTMENT REQUEST (BAR)

634

<u>Department and Section</u>	<u>Permanent or Temporary</u>	EXHIBIT "B"	
Public Works/Legislative	Temporary	<u>Council/Board Resolution No.</u>	

Justification for Request

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT LEGISLATIVE APPROPRIATION NO. 15-0762 IN THE AMOUNT OF \$402,000.00, THROUGH THE NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION (NMDFA) TO PLAN, DESIGN, CONSTRUCT, FURNISH, AND EQUIP A FACILITY FOR FILM, DIGITAL MEDIA AND ENTERTAINMENT ARTS PRODUCTION IN LAS CRUCES; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2016 BUDGET AND FY2016 CAPITAL IMPROVEMENT PLAN (CIP).

MUNIS Comment: CINEMATIC INFRASTRUCTURE

Erika Jaquez

541-2102

FY 2016

1/19/2016

Prepared by

Phone No.

FY to be Adjusted

Date

Fund	Org	Object	Project	Object Name	Increase \$	Decrease \$
4012	40226020	552003	60E18	NM DEPT OF FINANCE & ADMIN	402,000	
4012	40806010	852100	60E18	GENERAL BLDGS CAPITAL OUTLAY	402,000	
Totals					\$804,000	\$0

<i>By signing, I verify balances and accounts are available in MUNIS.</i>			For use by Administration and Office of Mgmt & Budget		
<hr/>		Date	<hr/>		Date
Administrator / Manager			Mark A. Winson, ACM / CAO		
<hr/>		Date	<hr/>		Date
Director			Daniel Avila, ACM / COO		
For use by Office of Mgmt & Budget			Robert L. Garza, City Manager		
<i>Revised 5/05/2015</i>					
<hr/>		Date	<hr/>		Date
Budget Adjustment Number	Posted By		Budget and Grant Manager		
Period:	JE#				



CITY OF LAS CRUCES
Amended Capital Improvements Program
 FY 2016-21
 1/19/2016

Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
	FUNDED CAPITAL PROJECTS (\$) 2016	2017	2018	2019	2020	
Metro Verde Volunteer Assessment District		12,000,000				Bonds
Mesquite/Tornillo Drainage				1,630,000		Flood Control, Sales Tax
Midway Ave- Gas Line Rd to Mesa Dr	500,000				240,000	Flood Control, Sales Tax
Miranda Ave- Parker Rd to Palmer Rd	900,000					Flood Control, Sales Tax
Missouri Ave/Triviz Dr/Don Roser Improvements	155,000					Flood Control, Street Bonds
Nemesh-North of Magaes	3,234,156					Sales Tax, SAP
Overlays (various)	2,755,411	550,000	350,000	350,000	350,000	Sales Tax, Street Bonds, Flood Control, SAP
Pavement Replacement (various)	450,000	550,000	350,000	350,000	350,000	Sales Tax, Street Bonds, Flood Control, SAP
Pavement Maintenance treatments (various)		900,000	700,000	700,000	700,000	
Peachtree - Holman to Porter		300,000			180,000	Flood Control, Sales Tax
Pettes Blvd-Mesa to Stewards	660,000					Flood Control, Street Bonds
Phillips Drive - Highland to Alameda	462,500					Flood Control, Street Bonds
Pinon Ave- Mesquite to Alameda St	270,000					Legislative, Street Bonds
Richard Drive- Dona Ana Rd. to east end	450,000					Flood Control, Sales Tax
Rigsby Rd - Barker to Valley Dr		1,000,000	1,300,000		295,000	Flood Control, Sales Tax
Rigsby/Valley Drainage Pond						Flood Control
Roadrunner Parkway-Golf Club Road Traffic Signal	466,000					Legislative, Street Bonds, Flood Control
Roadrunner Parkway-US 70 to Settlers Pass	150,000				1,260,000	Flood Control, Sales Tax
Solano Drive ADA-Cactus to Mulberry	275,000					Flood Control, Sales Tax
Sonoma Ranch-S Fork to Camino Coyote						Flood Control, Street Bonds
Sweet St - Hadley Ave to Hayner St	267,000					Flood Control, Sales Tax
Terry Drive - Jody to Richard		250,000	250,000		250,000	Flood Control, Sales Tax
Unpaved Roads	350,000					SAP
Utah Ave - El Paseo to Mesquite					540,000	Flood Control, Sales Tax
Van Patten Ave - Alameda Blvd to Melendres	222,600					Flood Control, Sales Tax
Willow St-San Juan Ave to Las Cruces Arroyo						Flood Control, Street Bonds
Wyatt Drive - El Paseo to Main St						Flood Control, Street Bonds
Total Public Works-Streets and Flood Control	29,995,492	19,660,000	3,560,000	4,440,000	5,710,000	8,692,000
Public Works-Bicycles and Pedestrians						FED, CIR, SAP
Las Cruces Dam Trail System	471,980					FED, CIR, SAP
Outfall Channel/La Llorona Trail and Improvements	450,000					SAP
Safe Routes to School	70,000					
Total Public Works-Bicycles and Pedestrians	991,980					
Public Works-Facilities Management						Local, SAP, Bond Funds
Amador Hotel - Ceiling Asbestos Remediation		50,000			5,000,000	SAP, Bond Funds
Amador Hotel - Complete Restoration Project			350,000			SAP
Amador Hotel - East Wing Remodel		250,000				SAP
Amador Hotel - Structural Rehabilitation		550,000				SAP
ASCMV - Expansion/Remodel of Public Administration area		30,000	30,000			CIR
Art in Public Places		16,000			30,000	ALTSD
Benavidez Community Ctr. - Bus Shelter with Benches					50,000	SAP, Bond Funds
Benavidez Community Ctr. - Remodel/Expansion	40,000				12,000	ALTSD
Benavidez Community Ctr. - Storage	30,000					Water Trust Board, Bond Funds
Branigan Library - Expansion - Phase 2		75,000			4,000,000	Bond Funds
Building Lighting Retrofits	100,000					



CITY OF LAS CRUCES
Amended Capital Improvements Program

FY 2016-21
 1/19/2016

Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum. Total *
	2016	2017	2018	2019	2020	
Caboose Remediation	25,000	15,000				FLCM, SAP, CIR
Castañeda Bldg /Welding Shop/Svs Station - HVAC Upgrades		125,000				CIR
Castañeda - P&R's Renovation	547,925					CIR
Castañeda - Fleet Services Remodel		150,000	5,500,000			Local
Central Kitchen - Construction						SAP, Bond Funds
Cinematic Infrastructure	402,000	153,000				SAP
City Building Roof Replacement Program	100,000	300,000	325,000	325,000	325,000	CIR
Convention Center Expansion		300,000	3,000,000			Local, Lodgers Tax
CVB Visitors Center - Remodel	500,000					Lodgers Tax Fund Balance
Digital Radio System - P25 Radio		884,036				TBD
Downtown Parking Garage - Design/Const.		600,000		5,000,000		TIDD, Bond Funds
East Mesa Public Safety - Furniture, Fixtures & Equipment						Bond Funds
East Mesa Public Safety Complex - Design/Construct						SAP, Bond Funds, PSDIF
East Mesa Recreation Center - Design/Construct	12,526,481		1,000,000			SAP, Bond Funds
Eastside Center - Driveway Resurface		65,000				ALTSD
Eastside Center - Electrical Upgrade			30,000			ALTSD
Eastside Center - Fire Sprinkler System			80,000			ALTSD
Eastside Center - HVAC			100,000			ALTSD
Eastside Center - Storage					12,000	ALTSD
Energy Efficiency Projects	15,000	500,000	500,000	500,000	500,000	CIR, Bond Funds
Fire Department Administration Building - Design/Construct						PSDIF, Bond Funds
Fire Department Administration Building - Furn, Fix, Equip		40,000				PSDIF, Bond Funds
Fire Station 1 - Bathroom Remodel		300,000				CIR
Fire Station 1 - HVAC Replacement					20,000	State Fire Fund, CIR
Fire Station 2 - Kitchen Remodel (2 counters)						State Fire Fund
Fire Station 2 - Parking Lot Replacement and ADA Access	60,000				30,000	State Fire Fund
Fire Station 3 - Kitchen Remodel		25,000				CIR
Fire Station 4 - Bathroom Remodel					20,000	State Fire Fund
Fire Station 4 - Kitchen Remodel						State Fire Fund
Fire Station 4 - Parking Lot Replacement and ADA Access	80,000	100,000				CIR
Fire Station 5 - Parking Lot						CIR
Fire Station 9 - Design/Construct				2,750,000		PSDIF
Fire Station 9 - Furniture, Fixtures and Equipment				275,000		PSDIF
Fleet Services - Operations & Maintenance Facility Phase I					3,500,000	Local, Bond Funds
Fleet Services - Parking Lot Improvement		175,000				CIR
Gateway Entry Points Signage	40,000	50,000	50,000	50,000	50,000	CIR
General Building Renovation Program	40,000	1,330,879	750,000	986,250	902,650	CIR, Bond Funds
General Facilities Rehabilitation	265,000	300,000	325,000	325,000	325,000	CIR
Hadley Complex - UST Replacement - Design/Construct					200,000	Local, Bond Funds
HVAC Upgrade Program	225,000	1,150,000	1,500,000	990,000	1,225,000	CIR
ITS Amador Fiber		500,000				SAP
Jardin de los Ninos- Community of Hope-Kitchen and Laundry		60,000				SAP
JU - A Mountain Microwave Link		30,000				TBD
La Casa Inc. - Lighting		110,000				SAP, CDBG
La Casa Inc. - Parking Lot		240,000				SAP, CDBG
La Clinica Renovation - Furniture, Fixtures and Equipment		1,000,000				SAP
Local Energy Efficiency Performance (LEEF) Program					50,000	Bond Funds
Main Street Bollards Project	751,394					TIDD, Bond Funds

CITY OF LAS CRUCES
Amended Capital Improvements Program

FY 2016-21
1/19/2016

Project Title	FUNDED CAPITAL PROJECTS (\$)	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
		2017	2018	2019	2020	2021	
Meerscheidt Rec. Center - Remodel/Expansion		5,000,000		200,000	1,800,000		SAP, Bond Funds
Municipal Court		150,000					Bond Funds
Munson Center - Bathroom Renovation					16,000		ALTSD
Munson Center - Bus Shelters with Benches	100,000						ALTSD
Munson Center Improvements		20,000					Bond Funds
Munson Center - Parking Lot Fence		500,000					ALTSD
Munson Center - Solar Project		141,000					SAP
Munson Outdoor Recreation Area					4,500,000		Bond
Museums' Collection Storage/MoNAS Expansion/Museum of Art		490,000					Bond Funds
MV Community of Hope - Health Facility	425,950	45,000					CDBG, SAP
MV Community of Hope - Fence		9,545					SAP
MV Community of Hope - Flooring							SAP
Parking Lot 7 Redesign					25,000		TIDD, Bond Funds
Parking Lot Renovation Program		250,000	350,000	300,000	323,000	323,000	CIR
Police Crime Lab - Design/Construct/Pros/Equipment		2,500,000	30,000				SAP
Police Department Patio Renovation		3,500,000					SAP, Bond Funds
Police/Fire Training Facility - Design/Construct			300,000	100,000	1,700,000		SAP, FED
Police/Fire Training Facility - Furniture, Fixtures and Equipment					41,000		Bond Funds
Rio Grande Theatre - Basement Remodel			30,000	15,000			Local, SAP, Bond Funds
Rio Grande Theatre - Energy Efficiency Improvements			30,000				Local, SAP, Bond Funds
Rio Grande Theatre - Front Marquee			30,000	40,000			Local, SAP, Bond Funds
Rio Grande Theatre - North Lobby Remodeling		13,000			20,000		Local, SAP, Bond Funds
Rio Grande Theatre - Rear Electronic Marquee		62,000					Local, SAP, Bond Funds
Rio Grande Theatre - Safety Improvements		600,000					Local, SAP, Bond Funds
Rio Grande Theatre - Video and Security Equipment		2,000,000					Local, SAP, Bond Funds
Safety, Health, Environmental & Emergency			600,000	430,000	700,000	700,000	Local, SAP, Bond Funds
Sinking Fund				1,000,000			CIR
Solar Photovoltaic Systems		500,000					TBD
Soundstage		100,000					Bond Funds
Streets Building - Bathroom & Office Remodel		3,100,000					SAP
Transit, Operations and Maintenance Facility			6,000,000	3,100,000			CIR
Total Public Works-Facilities Management	19,968,215	28,454,460	19,880,000	11,415,250	31,376,650	30,695,650	
TOTAL PUBLIC WORKS	\$ 50,955,687	\$ 48,114,460	\$ 23,440,000	\$ 15,855,250	\$ 37,086,650	\$ 39,387,650	\$ 214,839,697
PARKS AND RECREATION							
PARKS							
Airplane Remote Control Park	75,000		100,000				PIF, SAP, Bond Funds
Albert Johnson Park Improvements							PIF, Local
Archery Range	50,000						PIF
Ballfield/Soccer Field Renovations & Upgrades				125,000	4,200,000	125,000	SAP, Bond Funds, Local
Benevidez Ball Field							PIF
Burn Lake/Estlinger Park - Additional Phases					3,200,000		Bond Funds, SAP
Butterfield Shooting Range							SAP
Chandler Tank Park - Phase I			375,000				SAP, PIF
Community Gardens			15,000				SAP, FED



CITY OF LAS CRUCES
Amended Capital Improvements Program

FY 2016-21
 1/19/2016

Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
	2016	2017	2018	2019	2020	
Downtown Civic Plaza - Design/Construct	5,000,000					TIDD, Local
Downtown Gateways				1,000,000	1,000,000	TIDD, SAP, FED, Bond Funds
Downtown Projects	120,000		100,000			TIDD
East Mesa Area Park- Construction		350,000				PIF
East Mesa Public Safety Area Park					3,150,000	SAP, PIF, Bond Funds
Future Neighborhood Parks		275,000	250,000		1,025,000	PIF
General Park Renovations			31,500	318,500		SAP, Bond Funds, Local
Hadley Complex Recreation Rehabilitation		700,000	540,000			SAP, Bond Funds
Highland Park		200,000		200,000		PIF, SAP
Klein Park - Improvements	202,665					SAP, TED
La Placita Electrical Improvements	25,000					SAP
Metro Verde Neighborhood Parks	1,397,000					PIF
North Del Rey Neighborhood Park	125,000	125,000				PIF
Oro Vista Park	100,000	100,000				PIF
Outdoor Swimming Pool Amenities		150,000				SAP, Local
Parking Lot/Pathways		580,000	105,000			SAP, Bond Funds, Local
Playground/Amenity Renovations/Enhancements		1,275,000	1,125,000			SAP, Bond Funds, Local
Pueblitos at Alameda	50,000					PIF PA
Purple Heart Memorial	7,000	3,000				SAP
Regional Rec & Aquatic Center - Phase II - Cnstr	220,000	6,000,000	6,000,000		6,000,000	SAP, Bond Funds, Local
Sagecroft Park - Install restrooms	225,000					PIF
Special Needs Park	75,000					SAP
Structure Renovations		685,000				SAP, CIR
Synthetic Turf		85,000	125,000			SAP
Trail Renovations		580,000			50,000	SAP
Unidad Park Reconstruction		1,000,000				SAP
Utilities/Irrigation Upgrades		800,000			200,000	SAP, Bond Funds
Vehicle Remote Control Park			200,000			PIF
Veteran's Park - Women Veterans Monument	25,000					SAP
Waterfalls Park	406,500				1,200,000	SAP, PIF
West Mesa Park					72,000	SAP, Bond Funds
TOTAL PARKS AND RECREATION	\$ 8,338,122	\$ 14,128,000	\$ 9,466,500	\$ 2,093,500	\$ 20,097,000	\$ 1,103,000
						\$ 55,227,122
TRANSPORTATION						
Transportation- Airport						
Air Traffic Control Tower - Construction		200,000				4,750,000
Airfield Electrical Improvements					2,100,000	
Airport Maintenance Equipment Storage Facility						
Apron Rehabilitation - Construction Phase 1			1,350,000			
Apron Rehabilitation - Construction Phase 2				1,750,000		
Apron Rehabilitation - Design		400,000				
Apron Sealing		120,000				
Precision Approach Path Indicator	275,000					11,310,000
Rwy 8/26 Extension - Construction					500,000	
Rwy 8/26 Extension - EA & Design						
Rwy 8/26 Rehabilitation - Construction		3,360,000				
Rwy 8/26 Rehabilitation - Design						
Security Fence/Gates Rehab	550,000					

CITY OF LAS CRUCES
Amended Capital Improvements Program
 FY 2016-21
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Project Title	FUNDED CAPITAL PROJECTS (\$) 2016	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
		2017	2018	2019	2020	2021	
Taxiway "A" Seal Coat	370,000						SAP, Local
Taxilane Rehabilitation		200,000	50,000	50,000	50,000	50,000	Local, Bond Funds
Taxiways "B" & "C" Rehabilitation					1,750,000		FAA, SAP, CIR
West End Apron Rehabilitation						980,000	FAA, SAP, CIR
West End Taxiway						500,000	FAA, SAP, CIR
Wildlife Perimeter Fence			1,280,000				FAA, SAP, CIR
Total Transportation - Airport	1,195,000	4,280,000	1,400,000	3,580,000	4,400,000	17,590,000	
Transportation - Streets & Traffic							
ADA Sidewalks	250,000	250,000	250,000	250,000	250,000	250,000	Sales Tax, Flood Control
Alameda Depot Neighborhood Lighting	100,000						SAP
Court Charter School	30,200						Local
Intelligent Transportation System (ITS)	717,750	11,254,691	11,227,569				Local, SAP, DOT, Bond Funds
LED Street Lighting Retrofits	1,800,000						Bond Funds
Mesquite Historic District Lighting	150,000						SAP
Traffic Signal Program	250,000	1,000,000	1,000,000	650,000	650,000	650,000	Sales Tax
Total Transportation - Streets & Traffic	3,297,950	12,504,691	12,477,569	1,250,000	900,000	900,000	
Transportation-Transit							
MVITT - Finish Room, Signage & Kiosks Projects	126,401	95,000					FTA, Local
MVITT Passenger Shelters							FTA, Local
Transit System Improvements	130,000						SAP
Total Transportation - Transit	256,401	95,000	-	-	-	-	
TOTAL TRANSPORTATION	\$ 4,749,351	\$ 16,879,691	\$ 13,877,559	\$ 4,830,000	\$ 5,300,000	\$ 18,490,000	\$ 64,126,601
UTILITIES							
GAS							
Gas Rehabilitation Low Pressure	550,000	566,500	583,495	601,000	619,030	637,601	Rates
Gas Rehabilitation High Pressure	412,000	424,360	437,091	450,204	463,710	477,621	Rates
SCADA Rehabilitation	25,000	25,750	26,523	27,318	28,138	28,982	Rates
Street Utility Rehabilitation	1,545,000	1,591,350	1,639,091	1,688,263	1,738,911	1,791,078	Rates
Street Improvement Projects	1,000,000	1,030,000	1,060,900	1,092,727	1,125,509	1,159,274	Rates
Total Gas Rehabilitation Projects	3,552,000	3,637,960	3,747,099	3,859,512	3,975,297	4,094,556	
Gas Development - Low Pressure							
Gas Development - Low Pressure	412,000	424,360	437,091	450,204	463,710	477,621	Rates
Gas Development - High Pressure	2,300,000	2,369,000	2,440,070	2,513,272	2,586,670	2,666,330	Rates
Line Extension	309,000	318,270	327,818	337,653	347,782	358,216	Rates
SCADA Installations	25,750	26,523	27,318	28,138	28,982	29,851	Rates
Phase I/AMR Implementations	1,500,000						Rates
Total Gas Development Projects	4,546,750	3,138,153	3,232,297	3,329,266	3,429,144	3,532,018	
TOTAL GAS	8,078,750	6,776,113	6,979,396	7,188,778	7,404,441	7,626,574	
WATER							
Booster Pump Station (Spruce)							Rates
Drill Replacement Wells	270,000						NMFA



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		2017	2018	2019	2020	2021	
Drill Replacement Wells - 2007 NMFA	150,000						NMFA
Drill Replacement Wells - NMED Grant	1,935,000	1,248,000					SAP
Line Extension	805,000						Rates
Pump Station for Well		463,500			491,727		Rates
Pump Station Rehabilitation	123,600	127,308	131,127				Rates
Rehab Pump/PRV - 2007 NMFA	51,500	53,045	56,275		57,964		Rates
Reservoir Rehabilitation		500,000					Rates
SCADA Rehabilitation - 2007 NMFA	15,000						NMFA
Street Improvement Projects	1,600,000						Bonds
Street Utility Rehabilitation - Capital Improvements	1,387,050	1,456,403	1,529,223	1,605,684	1,685,968		Rates
Water Production	500,000						Rates
Total Water Rehabilitation Projects	6,837,150	3,848,256	1,583,859	1,793,086	2,235,659	1,829,969	
Water Development Projects							
East Mesa Reservoir (Jornada, Zone 1 & 2)	700,000						NMFA
Pump Station - East Mesa (Jornada) - 05 A Bonds	104,528						Bonds
Transmission Lines West Mesa - 05 A Bonds	120,000						Bonds
Zone 1 Interconnect Phase B - NMFA	1,620,914						NMFA
Total Transmission Line West Mesa	2,545,442						
Booster Pump Station New		4,145,458		4,269,622	4,397,916		Rates
East Mesa Water System - 06 Bonds	1,100,000						Bonds
East Mesa Water System - NMFA 2007	138,692						NMFA
SCADA Installations Development - NMFA 2007	19,712						NMFA
Transmission Lines	900,000						Rates
WWTP Laboratory	2,155,404						Bonds
Total Other - Water Development Projects	4,703,846		9,531,058	9,816,990	10,111,499	10,414,845	
Total Water Development Projects	11,540,996	3,848,256	11,114,917	11,610,076	12,347,158	12,244,814	
TOTAL WATER							
WASTEWATER							
Foremain Rehabilitation	168,423		173,476		178,680		Rates
Lift Station Renovations- WW Capital Improvements	330,000	339,900		350,097			Rates
Line Rehabilitation - Extension - 06 Bonds		30,900	30,900	30,900	30,900		Bonds
Line Rehabilitation - Extension - WW Capital Improvements	136,990	141,100	145,333	149,693	154,183		Rates
Total Line Rehabilitation - Extension	635,413	511,900	349,709	530,690	363,763	550,309	
Line & Manhole Rehabilitation - 06 Bonds		19,584	19,584	19,584	19,584		Bonds
Line & Manhole Rehabilitation - WW Capital Improvements	534,584	550,622	567,140	584,154	601,679		Rates
Total Line & Manhole Rehabilitation	534,584	570,206	586,724	603,738	621,263	639,314	
East Mesa Water Reclamation	25,000			25,000	25,000		Rates
SCADA Rehabilitation	150,000	154,500	159,135	163,909	168,826		Rates
Street Improvement Project	1,600,000						Bonds
Street Utility Rehabilitation - WW Capital Improvements	1,591,350	1,688,263	1,738,911	1,791,078	1,844,811		Rates
WW Jake Hands Treat Plant Operations	100,000	100,000	100,000	100,000	100,000		Rates
WWTP Primary Clarifier	1,400,000						Bonds
WWTP Rehabilitation	3,035,500	3,126,565	3,220,362	3,316,973	3,416,482		Rates



CITY OF LAS CRUCES
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Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
	2016	2017	2018	2019	2020	
FUNDED CAPITAL PROJECTS (\$)						
Total Other - Rehabilitation Projects	7,901,950	5,045,156	5,192,760	5,344,793	5,501,386	5,662,678
Total Wastewater Rehab Projects	9,071,847	6,127,261	6,129,193	6,479,221	6,486,412	6,852,302
Wastewater Development Projects						
Lift Station Upgrade WW	490,000	504,700	519,841	535,436	551,499	568,044
New Interceptors	1,332,654	1,372,634	1,413,813	1,456,227	1,499,914	1,544,911
SCADA Installations	20,600	21,218	21,855	22,510	23,185	23,881
Total CIP Projects	1,843,254	1,898,552	1,955,508	2,014,173	2,074,599	2,136,837
Septic Systems - NMED Grant (High Priority)	2,200,000	3,214,400	3,310,632	3,410,157	3,512,462	3,617,836
Septic Systems - NMED Grant (Powers Dr. & Wallis Ave)	401,029					
Septic Systems - WW Capital Improvements (High Priority)	275,834	284,109	292,632	301,411	310,454	319,767
Water Reclamation - Booster & Pipe	2,100,000					
WWTP Laboratory	7,076,863	3,498,509	3,603,464	3,711,568	3,822,916	3,937,603
Total Other Projects	8,920,117	5,397,061	5,558,972	5,725,742	5,897,514	6,074,440
TOTAL WASTEWATER DEVELOPMENT PROJECTS	17,991,964	11,524,322	11,688,166	12,204,963	12,383,927	12,926,741
TOTAL UTILITIES	\$ 37,611,710	\$ 22,148,690	\$ 29,782,479	\$ 31,003,816	\$ 32,135,526	\$ 32,798,130
GRAND TOTAL	101,655,870	101,270,841	76,566,538	53,782,566	94,619,176	91,778,780
						185,480,351

ABBREVIATIONS AND HIGHLIGHTING

CDBG-Community Development Block Grant
 CIR-Capital Improvement Reserves
 CP-Council Priority
 FED-Federal Grant

PIF-Park Impact Fees
 SAP-State Appropriations
 State-State Grants
 TBD-To be determined

FLCM-Foundation for Las Cruces Museums
 ALTSD-Aging and Long-Term Services Department
 Amended



City of Las Cruces[®]

PEOPLE HELPING PEOPLE

8

COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of January 19, 2016
(Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT LEGISLATIVE APPROPRIATION NO. 15-0762 IN THE AMOUNT OF \$402,000.00, THROUGH THE NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION (NMDFA) TO PLAN, DESIGN, CONSTRUCT, FURNISH, AND EQUIP A FACILITY FOR FILM, DIGITAL MEDIA AND ENTERTAINMENT ARTS PRODUCTION IN LAS CRUCES; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2016 BUDGET AND FY2016 CAPITAL IMPROVEMENT PLAN (CIP).

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes No

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact Amy Johnson Bassford		528-2281	12/14/15
Finance Director Victoria Fredrick		541-2080	12/14/15
Public Works Director Loretta Reyes		528-3125	12/15/15
Management & Budget Manager Robert Lundien		541-2106	12/18/15
Assistant City Manager /CAO Mark Winson		541-2100	12/21/15
Assistant City Manager/COO Daniel Avila		541-2271	12/28/15
City Attorney Wm. "Rusty" Babington		541-2128	31 Dec 2015
Interim City Clerk Linda Lewis		541-2115	